

This instrument prepared by and after
recording return to :

Leo J. Salvatori, Esq.
Quarles & Brady
4501 Tamiami Trail North
Suite 300
Naples, Florida 34103

Retn:
QUARLES & BRADY
4501 TAMAMI TR N #300
NAPLES FL 34103 3060

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLLIER

On this date personally appeared before me, LEO J. SALVATORI,
who upon first being duly sworn, did depose and say as follows:

1. That his name is Leo J. Salvatori.
2. That he is an attorney licensed to practice law in the State of Florida.
3. That he represents Pelican Strand, Ltd., a Florida limited partnership; and further represents Pelican Strand Master Property Owner's Association, Inc., a Florida not-for-profit corporation.
4. Attached hereto is a true and correct copy of the by-laws of Pelican Strand Master Property Owner's Association, Inc., duly adopted by said corporation.

FURTHER AFFIANT SAYETH NOT.

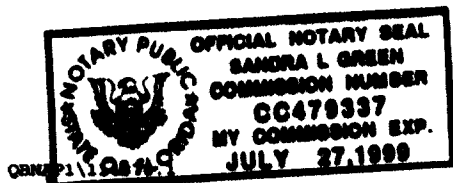
_____
LEO J. SALVATORI

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th
day of March, 1997, by LEO J. SALVATORI, who is personally known to
me.

MY COMMISSION EXPIRES:

NOTARY PUBLIC (SEAL)



Naples, FL 34102

BYLAWS

COLLIER COUNTY
OF

PELICAN STRAND

MASTER PROPERTY OWNERS ASSOCIATION, INC.



**BYLAWS
OF
PELICAN STRAND MASTER PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I
IDENTITY**

SECTION 1. NAME. The name of the corporation is PELICAN STRAND MASTER PROPERTY OWNERS ASSOCIATION, INC. (the "Master Association").

SECTION 2. PRINCIPAL OFFICE. The principal office of the Master Association is at 10621 Airport-Pulling Road North, Suite One, Naples, Florida 34109, or such other location as designated by the Board of Directors.

SECTION 3. ADOPTION. These Bylaws have been adopted as the Bylaws of the Master Association.

SECTION 4. DEFINITIONS. Terms used in these Bylaws which are defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Pelican Strand (the "Declaration") shall have the same meaning in these Bylaws as in the Declaration.

**ARTICLE II
POWERS AND DUTIES OF THE
MASTER ASSOCIATION AND THE EXERCISE THEREOF**

The Master Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles, these Bylaws or by law. The powers of the Master Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.
2. The power to adopt a corporate seal for the Master Association.
3. The power to levy and collect Assessments against Owners as provided for in the Declaration.
4. The power to expend monies collected for the purpose of paying the expenses of the Master Association.
5. The power to purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of Common Areas.
6. The power to employ the personnel required for the maintenance and operation of the Master Association and Common Areas.
7. The power to pay utility bills for utilities serving the Common Areas.
8. The power to contract for the management of the Master Association and to delegate to its contractor as manager, such of its powers and duties as the Board may determine.
9. The power to make reasonable rules and regulations and to amend them from time to time.

10. The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the Declaration, and the rules and regulations promulgated by the Master Association.
11. The power to enforce by any legal means the provisions of the Governing Documents, including without limitation the architectural and use restrictions contained therein.
12. The power to control and regulate the use of the Common Areas by the Owners.
13. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Common Areas, of any facilities on lease to the Master Association or otherwise provided for the Master Association Member's usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association as a Common Expense. The Contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Master Association handled and managed by the managing agent. Such fee shall be another of the management function costs to be borne by the Master Association as a Common Expense, unless the contract provides to the contrary.

**ARTICLE III
MEMBERSHIP AND VOTING**

The Master Association shall have the following two (2) classes of membership: Class "A" Members and the Class "B" Member, as described in the Declaration and Articles of Incorporation.

**ARTICLE IV
MEMBERSHIP**

Every Owner and the Declarant shall be members of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a Parcel which is subject to Assessment by the Master Association. Members' rights, powers, duties and privileges shall be as set forth in these Articles, the Bylaws adopted by the Master Association, and the Declaration.

The Master Association shall have two (2) classes of membership: (a) Class "A" Members, and (b) Class "B" Members as follows:

- a. **Class "A"**. Class "A" Members shall be all Owners of Parcels other than the Declarant while Declarant is the Class "B" Member.
- b. **Class "B"**. The Class "B" Member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" Membership shall terminate upon Turnover. For so long as Declarant owns any Parcel(s), Declarant shall be a Class "A" Member following termination of its Class "B" Membership.

**ARTICLE V
VOTING**

- a. **Class "A" Member**. Upon Turnover, Class "A" Members shall be entitled to one (1) vote for each Parcel or Property Unit assigned to a Parcel in which the Class "A" Member holds an interest required for membership. There shall be only one (1) vote per Parcel, even if the Parcel

is comprised of two or more Lots and/or Condominium Units that have been combined to form the Parcel.

- b. **Class "B" Member.** Until Turnover, or until the Declarant earlier terminates this Class B, the Class "B" Member shall be entitled to cast two times the number of votes held collectively by all Class "A" Members, plus one vote. The Class "B" Member shall be entitled to appoint all members of the Master Association Board of Directors prior to Turnover. Thereafter, the Declarant shall be a Class A Member entitled to one (1) vote for each Parcel owned by Declarant; provided, however, Declarant shall have the right to disapprove actions of the Board of Directors and any committee established by it for so long as Declarant holds one or more Parcels for sale.
- c. **Assignment of Property Units.** The Declarant may, in its sole discretion, assign the number of Property Units, if any, to each Parcel. Any dispute as to the number Property Units assigned to a Parcel shall be decided by Declarant, whose decision shall be final.
- d. **Tracts.** An Owner of a Tract shall be entitled to one (1) vote for each Property Unit attributed such Tract and for which a Value of one (1.00) is assigned, all as more fully set forth in the Declaration.
- e. **Joint Ownership, Corporations.** Voting rights may be exercised by a Member or the Member's spouse, subject to the provisions of the Declaration and the Bylaws. In any situation where more than one person holds an interest in a Parcel, the vote for the respective Parcel shall be exercised by any such person; provided, however, the persons holding the interest in the Parcel can notify the secretary of the Master Association, in writing, prior to or during any meeting of the manner in which the vote for the Parcel is to be exercised, and in the absence of such notice, the Parcel's vote shall be suspended if more than one person seeks to exercise it. The voting rights of a Member that is a corporation, partnership or other entity shall be exercised by the individual designated from time to time by the owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.
- f. **Voting.** Members shall not vote at Master Association meetings, said voting being reserved to the Neighborhood Representatives, as more fully set forth in the Declaration.
- g. **Proxies.** To the extent lawful, any person entitled to attend and vote at a Members' meeting or Neighborhood Representatives' meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. The proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall be revocable at the pleasure of the Member or Neighborhood Representative granting the same. To be valid, a proxy must be in writing, dated, and signed by the granting Member or Neighborhood Representative, specifying the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary of the Association at least forty-eight (48) hours before the scheduled time of the meeting or any adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

ARTICLE VI

APPOINTMENT OF NEIGHBORHOOD REPRESENTATIVE

The President of each Neighborhood Association shall appoint an officer of the said Neighborhood Association to serve as the Neighborhood Representative to the Master Association.

ARTICLE VII
MEETINGS OF THE NEIGHBORHOOD REPRESENTATIVES

SECTION 1. DATE AND PLACE OF MEETINGS. Meetings of the Neighborhood Representatives shall be held on the date and at the place designated by the Board of Directors.

SECTION 2. ANNUAL MEETINGS OF THE NEIGHBORHOOD REPRESENTATIVES. An annual meeting of the Neighborhood Representatives shall be held each year in February or March, on a date selected by the Board of Directors. At each annual meeting, the Neighborhood Representatives shall elect the Board of Directors of the Master Association. No meeting of the Neighborhood Representatives is required until Turnover of the Master Association by the Declarant (Class B Member) to the Class A Members.

SECTION 3. SPECIAL MEETINGS. The President of the Master Association may call special meetings of the Neighborhood Representatives to consider any matter which, pursuant to the Governing Documents of the Master Association, requires a vote of the Neighborhood Representatives. In addition, it shall be the duty of the President to call a special meeting of the Neighborhood Representatives if so directed by resolution of a majority of the Board of Directors or, if after the termination of the Class B Membership, upon a petition signed by Neighborhood Representatives representing at least twenty percent (20%) of the total votes in the Master Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. ADVISORY MEETINGS. The President of the Master Association may call advisory meetings of the Neighborhood Representatives. Such meetings shall be for purposes of discussion only and no official vote of Neighborhood Representatives may be taken at any such advisory meeting, although straw polls may be solicited.

SECTION 5. NOTICE OF MEETINGS. Except in cases of emergency, written or printed notice stating the place, day and hour of any meeting of the Neighborhood Representatives shall be delivered, either personally or by mail, to each Neighborhood Representative, not more than fifty (50) nor less than fourteen (14) days before the date of such meeting, by or at the direction of the President or the Secretary.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Neighborhood Representatives at his address as it appears on the records of the Master Association.

SECTION 6. NEIGHBORHOOD REPRESENTATIVE. As provided in the Declaration, voting on Master Association matters for Parcels within a Neighborhood will be conducted through their respective Neighborhood Representative, and said Members will have no power to vote on Master Association matters other than through their respective Neighborhood Representative. The Neighborhood Representative shall, on behalf of its Members, cast the votes of Members on its Master Association matters. The Neighborhood Representative shall be appointed by the President of its Neighborhood. The Neighborhood Representative shall cast the votes as a block which such representative represents in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that at least fifty-one percent (51%) of the voting power in attendance at any duly constituted meeting of the Members of the Neighborhood Association shall instruct the Neighborhood Representative as to the manner in which such representative is to vote on any issue, then such representative shall cast all of the voting power of the Members in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor of or in opposition to such issues. It shall be conclusively presumed for all

purposes of Master Association business that the Neighborhood Representative has acted within the authority and consent of its Members.

SECTION 7. QUORUM. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Neighborhood Representatives representing thirty percent (30%) of the total votes in the Master Association shall constitute a quorum at all meetings of the Master Association.

SECTION 8. ADJOURNMENT OF MEETINGS. If any meeting of the Master Association cannot be held because a quorum is not present, a majority of the Neighborhood Representatives who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Neighborhood Representatives in the manner prescribed in Section 5.

SECTION 9. VOTE REQUIRED. When a quorum is present at any meeting, a majority of the vote represented by the Neighborhood Representatives represented at such meeting in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these Bylaws or any applicable law provides otherwise.

SECTION 10. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Master Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

SECTION 11. ACTION WITHOUT A MEETING. Any action which may be taken at a meeting of the Neighborhood Representatives, may be taken without a meeting if written consent setting forth the action so taken is signed by all Neighborhood Representatives entitled to vote.

SECTION 12. BUDGET WORKSHOP. Each year in October, after termination of the Class B Neighborhood Membership, the Board of Directors shall hold a budget workshop meeting which the Members may attend and comment on the next fiscal year's proposed budget. Each Member shall be provided a minimum of fifteen (15) day's notice of the budget workshop along with copies of the proposed budget. There shall be no requirement that a quorum of Members attend the budget workshop, and it shall not be necessary that Members vote to approve the budget.

SECTION 13. MEMBERS. As all Master Association matters are handled by the Board of Directors and/or Neighborhood Representatives, there shall be no general meetings of Members. However, nothing herein shall prohibit the Board of Directors from electing to hold such meetings. Meetings of Neighborhood Representatives shall be open to all Members.

ARTICLE VIII ELECTION OF BOARD OF DIRECTORS

SECTION 1. NUMBER OF DIRECTORS. The governance and administration of the affairs of the Master Association shall be vested in a Board of Directors. There shall be three (3) Directors of the Master Association. The initial Board shall consist of the three (3) persons named in the Articles of Incorporation.

SECTION 2. ELECTION OF DIRECTORS. Directors elected subsequent to the termination of the Class B Membership shall serve for annual terms. At the expiration of the initial term of office of each

elected Director, and at each annual meeting thereafter, a successor Director shall be elected to serve for a term of one (1) year. Prior to the termination of the Class B Membership, the Declarant shall be entitled to appoint all Directors to the Board.

All elections shall be by written ballot (unless dispensed with by unanimous consent). No cumulative voting shall be allowed.

SECTION 3. QUALIFICATIONS FOR ELECTION. Directors appointed by Declarant prior to the termination of the Class B Membership need not be Members. Directors elected after the termination of the Class B Membership must be Members.

SECTION 4. NOMINATION OF DIRECTORS. Prior to elections, the Board may appoint a nominating committee, using such procedures as the Board may establish. The nominating committee, using procedures established by the Board, shall nominate no less than one individual for each vacancy to be filled. Nominations shall also be accepted by written recommendation from Members. Notice of the annual meeting shall contain the names and qualifications of candidates for election. Nominations may also be made from the floor at the annual meeting of the Neighborhood Representatives.

SECTION 5. REMOVAL OF DIRECTORS AND VACANCIES. Any Director appointed by the Class B Member may be removed, with or without cause, only by the Class B Member. Any director elected by the Members may be removed, with or without cause, by the vote of Neighborhood Representatives representing sixty (60%) percent or more of the Members. A director may resign by providing written notice to the Board.

Any director who was not appointed by the Class B Member and who has three (3) consecutive unexcused absences, as determined by the Board, from Board meetings or who is delinquent in the payment of any Assessment or other charges due the Master Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining Directors. In the event of the death, disability, removal, or resignation of a director not appointed by the Class B Member, the remaining members of the Board may elect a qualified successor to fill the vacancy for the remainder of the term of such Director. In the event of the death, disability, removal or resignation of a Director appointed by the Class B Member during the existence of the Class B Membership, the Class B Member may appoint a successor.

SECTION 6. COMPENSATION. No Director shall receive a salary or any other compensation whatsoever from the Master Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Master Association.

SECTION 7. FIDUCIARY DUTY. The directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development of Pelican Strand and the goals of the Master Association.

ARTICLE IX MEETINGS OF BOARD OF DIRECTORS

SECTION 1. ORGANIZATIONAL MEETING. An organizational meeting of the Board of Directors shall be held within thirty (30) days after Turnover at such time and place as shall be fixed by the Board of Directors.

SECTION 2. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least

one (1) regular meeting shall be held during each fiscal year, provided, however, that the annual meeting shall constitute a regular meeting. Notice of the time and place of any meeting shall be communicated to the directors (except in cases of emergency) not less than fourteen (14) days prior to the meeting; and by notice posted in a conspicuous place in the community at least forty-eight (48) hours before the start of a meeting.

SECTION 3. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to-be considered. The notice shall be given to each Director by personal delivery, first class mail or telephone at least fourteen (14) days prior to the date of the meeting, unless the special business is of a nature which, in the President's discretion, requires more immediate action, and then a minimum of twenty-four (24) hours notice shall be deemed sufficient.

SECTION 4. WAIVER OF NOTICE. Any action taken at a meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as when taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

SECTION 5. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 6. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

SECTION 7. OPEN MEETINGS. All meetings of the Board shall be open to all Members, but no Members other than directors may participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director and granted by the President. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, when such action is necessary in the reasonable judgment of the President.

SECTION 8. TELEPHONE MEETINGS. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director can hear and be heard by all other participating directors.

SECTION 9. ACTION WITHOUT A MEETING. Any action to be taken at a meeting of the directors or any action that may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as an unanimous vote.

**ARTICLE X
OFFICERS**

SECTION 1. OFFICERS. The officers of the Master Association shall be a President, Vice President, Secretary, and Treasurer to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Vice-President, President and Secretary or President and Treasurer.

SECTION 2. ELECTION, TERM OF OFFICE AND VACANCIES. The officers of the Master Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors during a fiscal year. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 3. REMOVAL. Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board and the removal of a Director who also is an officer shall automatically act as a removal from such Director's position as an officer.

SECTION 4. RESIGNATION. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

**ARTICLE XI
DUTIES OF OFFICERS**

The officers of the Master Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as are from time to time specifically conferred or imposed by the Board of Directors.

SECTION 1. PRESIDENT. The President shall be the chief executive officer of the Master Association and shall:

- a. Act as presiding officer at all meetings of the Members and the Board of Directors.
- b. Call special meetings of the Members and the Board of Directors.
- c. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Master Association, except those which the Board of Directors specifies may be signed by other persons.
- d. Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out.
- e. Act as an ex-officio member of all committees and render an annual report at the annual meeting of the Members.

SECTION 2. VICE PRESIDENT. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist

the President generally, and exercise other powers and perform other duties as shall be prescribed by the directors.

SECTION 3. SECRETARY. The Secretary shall have the following duties and responsibilities:

- a. Attend all regular and special meetings of the Members and the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done. The secretary shall provide copies of minutes of Members and Board meetings to the Members and Directors no later than sixty (60) days from the date of the meeting.
- b. Have custody of the corporate seal, if any, and affix the same when necessary or required.
- c. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep membership books.
- d. Have custody of the minute book of the meetings of the Board of Directors and the Members and act as agent for the transfer of the corporate books.

SECTION 4. TREASURER. The Treasurer shall:

- a. Receive monies as shall be paid into his hands for the account of the Master Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements and be custodian of all contracts, leases and other important documents of the Master Association which he shall keep safely deposited.
- b. Supervise the keeping of accounts of all financial transactions of the Master Association in books belonging to the Master Association and deliver the books to his successor. He shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Master Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting and make all reports required by law. He shall be the chairman of the Finance Committee, if any.
- c. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Master Association. In the event the Master Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE XII **COMMITTEES**

SECTION 1. ADVISORY BOARD OF GOVERNORS. Within sixty (60) days prior to termination of Class B Membership the President may establish an advisory Board of Governors. The advisory Board of Directors shall, if appointed by the President, meet with the Board of Governors of the Master Association regarding the operation and maintenance of the Master Association and the Common Areas. The Advisory Board of Governors shall serve purely in an advisory capacity and shall not be authorized to act on behalf of or to bind the Master Association or the Members. The Advisory Board of Governors shall be disbanded upon the termination of the Class B Membership.

SECTION 2. AD HOC COMMITTEES. The President, subject to the approval of the Board of Directors, may, from time to time, appoint such ad hoc committees, with such powers and composition as the President, with the approval of the Board of Directors shall determine.

SECTION 3. POWERS OF COMMITTEES. The several committees shall act only as committees and the individual members thereof shall have no power or authority to act on behalf of the Board or the Master Association.

ARTICLE XIII
DISCIPLINE

SECTION 1. ENFORCEMENT. The Board of Directors shall have the power to impose reasonable fines, which shall constitute an automatic and continuing lien upon a Parcel of the violating Owner, to suspend an Owner's right to use the Common Property, and to preclude contractors, subcontractors, agents and other invitees of an Owner or occupant from the Property for violation of any duty imposed under the Declaration or these Bylaws; provided, however, nothing herein shall authorize the Master Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from a Parcel. In the event that any occupant of a Parcel violates the Declaration or these Bylaws, and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Master Association. The failure of the Board of Directors to enforce any provision of the Declaration or Bylaws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

SECTION 2. NOTICE. Prior to imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the accused with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within ten (10) days of the notice.

SECTION 3. HEARING. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session of the Board of Directors at the next regularly scheduled meeting or at a special meeting affording the accused a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person.

SECTION 4. ADDITIONAL ENFORCEMENT RIGHTS. Notwithstanding anything to the contrary herein contained, the Master Association may elect to enforce any provisions of the Declaration or these Bylaws by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of Traffic Regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

